

Woolworths Auto Payment Service Agreement

Credit card Auto Payment

Charging your Nominated Card

1. By completing an application for a Woolworths Phone Plan via our website, Call Centre or in-store you agree to be bound by the terms of this Agreement and authorise us to charge the Amount Due to your Nominated Card on each Payment Due Date. The Amount Due and the Payment Due Date will be shown on your Billing Notice.
2. We will issue you a Billing Notice each month. It is your responsibility to check the Billing Notice and notify us of any errors prior to the Payment Due Date. You acknowledge that we may charge the Amount Due to your Nominated Card even if you do not receive a Billing Notice or if you do not give us reasonable notice of any errors in the Billing Notice.
3. It is your responsibility to ensure that you are able to pay the Amount Due on the Payment Due Date using your Nominated Card and that your Nominated Card details and contact details are up-to-date.
4. Amounts charged to your Nominated Card that exceed the credit limit available on the Nominated Card may be rejected and may result in you being charged fees or interest by the issuer of the Nominated Card and/or us.
5. If you fail to pay the Amount Due by the Payment Due Date, you will be charged a \$5 late payment fee within 48 hours of the Payment Due Date. The late payment fee will be applied to your next bill.
6. We will not charge the Amount Due to your Nominated Card and you must arrange for the Amount Due to be paid in another way if:
 - a. we have given you notice that we are unable to charge the Amount Due to your Nominated Card;
 - b. we have given you notice that payment of the Amount Due using your Nominated Card has been unsuccessful for any reason (this may include as a result of a chargeback or a failure by you to update your details); or

- c. one or more attempts to charge your Nominated Card is unsuccessful and as a consequence we have given you notice that we have terminated this Agreement.

You warrant that you are over 18 years of age and have the capacity and authority to authorise us to charge the Nominated Card.

7. We are not liable for any loss arising from and any costs incurred in connection with:
 - a. us being unable to charge the Amount Due to your Nominated Card;
 - b. any unsuccessful payment by you of the Amount Due using your Nominated Card (including a chargeback or a failure by you to update your details);
 - c. you being required to pay the Amount Due to us in any other way; or
 - d. our variation or termination of this Agreement.

Cancelling or varying your authorisation

8. You may cancel the authorisation to charge your Nominated Card under this Agreement or change your Nominated Card by contacting us at least two (2) Business Days before your Payment Due Date by calling us on 1665 (free from your Woolworths mobile) or on 1300 101 234 from any other phone (local call rate applies).

Changes by us

9. We may vary this Agreement at any time by giving you at least ten (10) Business Days' notice and such changes will be binding on you with effect from such date as we determine.
10. If you do not agree to a variation of this Agreement you may cancel your authorisation to charge your Nominated Card and pay the Amount Due in another way.

Contact us

11. If you believe there has been an error in charging your Nominated Card or you wish to notify us about anything relating to this Agreement, including disputes, please contact us directly on 1665 (free from your Woolworths mobile) or on 1300 101 234 from any other phone (normal charges apply).

Privacy

12. We ensure that your personal information is protected and maintained in accordance with the *Privacy Act 1988* (Cth), and Part 13 of the *Telecommunications Act 1997* (Cth) respectively.
13. Our Privacy Policy explains how we collect, use and disclose personal information about you, including how to opt out from direct marketing, how to request access to and correction of your personal information or how to complain about a privacy breach and how this is handled by us. For a copy of this policy, call our Call Centre on 1665 (free from your Woolworths mobile) or on 1300 101 234 from any other phone (local call rate applies) or go to www.woolworths.com.au/mobile.

Definitions

Agreement means this Woolworths Recurring Payments Agreement.

Amount Due means the amount shown in the Billing Notice as owing by you to us on the Payment Due Date. The Amount Due may not be the same on each Payment Due Date.

Billing Notice means the bill you receive from us which set out the payment amount due.

Nominated Card means the credit card you have nominated either in the application for a Woolworths Phone Plan via our website, Call Centre or in-store or by subsequent notification to us in accordance with clause 8 and which, under this Agreement, we are authorised to charge the Amount Due to.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Payment Due Date means the day shown in the Billing Notice that that payment by you to us is due.

We, Us and **Our** means Woolworths Limited ABN 80 000 014 675